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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

EYETALK365, LLC,

*Plaintiff,*

V.

ZMODO TECHNOLOGY CORPORATION  
LIMITED,

Case No. 3:17-cv-00686-MMD-WGC

### *and related case*

*Defendant.*

Case No. 2:17-cv-02714-RCJ-PAL

V.

ZMODO TECHNOLOGY CORPORATION  
LIMITED,

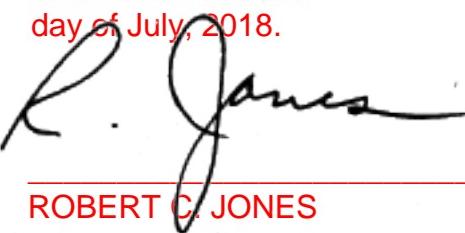
**JOINT STIPULATION REGARDING  
CLAIM CONSTRUCTION**

1 Plaintiff Eyetalk365, LLC and Defendant Zmodo Technology Corporation Limited submit  
2 the following joint stipulation in lieu of their Local Patent Rule 1-15 Joint Claim Construction  
3 and Prehearing Statement for the ‘686 Case.

4 Eyetalk and Zmodo exchanged proposed terms for construction, preliminary claim  
5 constructions, and identifications of extrinsic evidence in the ‘686 Case per Local Patent  
6 Rules 1-13 and 1-14 with respect to U.S. Patent Nos. 9,485,478, 9,516,284, 9,635,323, 9,706,178,  
7 and 9,648,290 (collectively, the “Patents-in-Suit”). Zmodo proposed a number of terms for  
8 construction. Eyetalk proposed that all terms be given their plain and ordinary meaning and that  
9 no construction was necessary. Both parties identified extrinsic evidence.

10 Since Zmodo has changed counsel, counsel for Eyetalk and new counsel for Zmodo  
11 have since conferred regarding claim construction, and the parties stipulate and agree that no  
12 claim construction is necessary for any of the Patents-in-Suit in the ‘686 Case. Based on this  
13 stipulation and agreement, the parties agree that there is no need for the remaining claim  
14 construction disclosures, claim construction briefing, claim construction hearing, or a claim  
15 construction order in the ‘686 Case.

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20 **IT IS SO**  
21 **ORDERED this 6th**  
22 **day of July, 2018.**



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24 **ROBERT C. JONES**  
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